

UNITED STATES BANKRUPTCY COURT

Western District of Washington

In re CHINYELU A DUXBURY,
DebtorCase No. 14-42078
Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: JPMorgan Chase Bank, N.A.
2. Amount of the debt subject to this reaffirmation agreement:
\$ 9,597.29 on the date of bankruptcy \$ 9,293.24 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: 10.75 % prior to bankruptcy
10.75 % under reaffirmation agreement (☒ Fixed Rate ☐ Adjustable Rate)
4. Repayment terms (if fixed rate): \$353.72 per month for 30 months
5. Collateral, if any, securing the debt: Current market value: \$ 9,725.00 NADA
Description: 2005 MERCEDES C-CLASS
6. Does the creditor assert that the debt is nondischargeable? ☐ Yes ☒ No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries

- 7A. Total monthly income from \$ 6296.40
Schedule I, line 12
- 8A. Total monthly expenses \$ 4864.70
from Schedule J, line 22
- 9A. Total monthly payments on \$ 0
reaffirmed debts not listed on
Schedule J

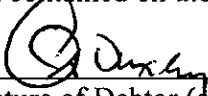
Debtor's Income and Expenses
as Stated on Reaffirmation Agreement

- 7B. Monthly income from all \$ 6296.40
sources after payroll deductions
- 8B. Monthly expenses \$ 4864.70
- 9B. Total monthly payments on \$ 0
reaffirmed debts not included in
monthly expenses
- 10B. Net monthly income \$ 1431.70
(Subtract sum of lines 8B and 9B from
line 7B. If total is less than zero, put the
number in brackets.)

11. Explain with specificity any difference between the income amounts (7A and 7B):

12. Explain with specificity any difference between the expense amounts (8A and 8B):

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.


Signature of Debtor (only required if
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only
required if line 11 or 12 is completed)

Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?

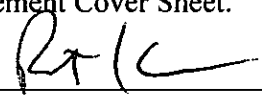
☒ Yes ☐ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

☒ Yes ☐ No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.


Signature

ROBERT KAMMEYER Creditor
Print/Type Name & Signer's Relation to Case

☐ Presumption of Undue Hardship
☐ No Presumption of Undue Hardship
(Check box as directed in Part D: Debtor's Statement in Support of Reaffirmation Agreement.)

UNITED STATES BANKRUPTCY COURT

Western District of Washington

In re CHINYELU A DUXBURY, Case No. 14-42078
Debtor Chapter 7

REAFFIRMATION AGREEMENT

[Indicate all documents included in this filing by checking each applicable box.]

- | | |
|--|---|
| <input type="checkbox"/> Part A: Disclosures, Instructions, and Notice to Debtor (pages 1 - 5) | <input type="checkbox"/> Part D: Debtor's Statement in Support of Reaffirmation Agreement |
| <input type="checkbox"/> Part B: Reaffirmation Agreement | <input type="checkbox"/> Part E: Motion for Court Approval |
| <input type="checkbox"/> Part C: Certification by Debtor's Attorney | |

[Note: Complete Part E only if debtor was not represented by an attorney during the course of negotiating this agreement. Note also: If you complete Part E, you must prepare and file Form 240C ALT - Order on Reaffirmation Agreement.]

Name of Creditor: JPMorgan Chase Bank, N.A.

- ☐ *[Check this box if]* Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the Federal Reserve Act

PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

1. DISCLOSURE STATEMENT

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

AMOUNT REAFFIRMED

The amount of debt you have agreed to reaffirm: \$ 9,293.24

The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.

ANNUAL PERCENTAGE RATE

[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]

a. If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: _____%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %.

b. If the debt is an extension of credit other than under an open end credit plan, the creditor may disclose the annual percentage rate shown in (i) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: 10.75 %.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
 \$ _____ @ _____ %;
 \$ _____ @ _____ %.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

<u>Item or Type of Item</u>	<u>Original Purchase Price or Original Amount of Loan</u>
2005 MERCEDES C-CLASS	\$16,289.76

Optional---At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

Repayment Schedule:

Your first payment in the amount of \$ 353.72 is due on 5/20/14 (date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

— Or —

Your payment schedule will be: _____ (number) payments in the amount of \$ _____ each, payable (monthly, annually, weekly, etc.) on the _____ (day) of each _____ (week, month, etc.), unless altered later by mutual agreement in writing.

— Or —

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

2. INSTRUCTIONS AND NOTICE TO DEBTOR

YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the property securing the lien if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you must make a single payment to the creditor equal to the amount of the allowed secured claim, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).

2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.

3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.

4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.

5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.

6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.

7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

PART B: REAFFIRMATION AGREEMENT.

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement:

Motor Vehicle Year/Make/Model:
2005 MERCEDES C-CLASS

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

SIGNATURE(S):

Borrower:

Chinyelu Ada Duxbury

(Print Name)



(Signature)

Date: 5/29/14

Co-borrower, if also reaffirming these debts:

(Print Name)

(Signature)

Date: _____

Accepted by creditor:

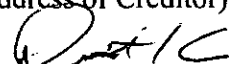
JPMorgan Chase Bank, N.A.

(Printed Name of Creditor)

P.O. Box 29505 AZ1-1191

Phoenix, AZ 85038-9505

(Address of Creditor)



(Signature)

ROBERT KAMMEIER

Bankruptcy Specialist

(Printed Name and Title of Individual
Signing for Creditor)

Date of creditor acceptance:

6/16/2014

PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ *[Check box, if applicable and the creditor is not a Credit Union.]* A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney: Stephen L. Freedman WSBA 13862

Signature of Debtor's Attorney: 

Date: 5-29-2014

PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

*[Read and complete sections 1 and 2, **OR**, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 **and** your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship"]*

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$ _____, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$ _____, leaving \$ _____ to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: _____

(Use an additional page if needed for a full explanation.)

2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____
(Debtor)

(Joint Debtor, if any)

Date: 5/29/14

— Or —

[If the creditor is a Credit Union and the debtor is represented by an attorney]

3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____
(Debtor)

(Joint Debtor, if any)

Date: 5/29/14

DebtEd, MEANSNO

**U.S. Bankruptcy Court
Western District of Washington (Tacoma)
Bankruptcy Petition #: 14-42078-BDL**

Assigned to: Brian D Lynch
Chapter 7
Voluntary
No asset

Date filed: 04/14/2014
341 meeting: 05/19/2014
Deadline for objecting to discharge: 07/18/2014

Debtor

Chinyelu A Duxbury
4212 19th Avenue N W
Gig Harbor, WA 98335
PIERCE-WA
253-853-5852
SSN / ITIN: xxx-xx-4502
aka Chinyelu A Farris

represented by **Stephen L Freeborn**



Freeborn Law Offices PS
33400 9th Ave S Ste 208
Federal Way, WA 98003
253-838-4477
Email: datafxr@hotmail.com

Trustee

Mark D Waldron
6711 Regents Blvd W
Tacoma, WA 98466
253-565-5800

US Trustee

United States Trustee
700 Stewart St Ste 5103
Seattle, WA 98101
(206) 553-2000

Filing Date	#	Docket Text
04/14/2014	 <u>1</u> (50 pgs)	Chapter 7 Voluntary Petition . Filed by Stephen L Freeborn on behalf of Chinyelu A Duxbury (Freeborn, Stephen) (Entered: 04/14/2014 at 09:16:51)
04/14/2014		Receipt of filing fee for Chapter 7 Voluntary Petition (14-42078) [misc,1028] (306.00). Receipt number 19224756. Fee amount \$ 306.00. (U.S. Treasury) (Entered: 04/14/2014 at 09:18:23)
	 <u>2</u>	Meeting of Creditors & Notice of Appointment of Interim Trustee Mark D Waldron, with 341(a) meeting to be held on 05/19/2014 at 10:30 AM at Courtroom J, Union Station.

AMAI	05/02/14	ACCOUNT INQUIRY	16:57:29
CUR			
CTL2 400	CTL3 452	CTL4 0000	ACCT [REDACTED] 4671
CTL2 000	CTL3 000	CTL4 0000	CUST [REDACTED]
		***** RATES *****	EFF DATE 05/02/14
PAYOFF	9293.24		LEGAL STAT = LL
ORIG LOAN AMT	16289.76	CURR RATE 10.7500000	SIMPLE INT - FIXED RATE
ORIG PROCEEDS	16289.76	ORIG RATE 10.7500000	AUTO DR N
LT CHG DUE	0.00	PER DIEM 2.7282060	PROD TYPE CUSF
FEES DUE	0.00	***** DATES *****	PRIM OFFICER 86107
CURRENT PRIN	9263.22	CONTRACT DATE 10/06/11	GL KEY 0001400452 40
CURRENT INT	30.02	CURR MATURITY 10/20/16	CALL CODE 06B0
SCH PYMT AMT	353.72	CLOSED DATE	***** REPAYMENTS *****
CUR PYMT AMT	353.72	SCHED DUE DATE 05/20/14	CURR TERM 60
PAST DUE AMT	0.00	OLDEST DUE DATE 05/20/14	PYMTS MADE 30
PARTIAL PAID	0.00	LAST MAINT DT 04/16/14	PYMTS REM 30
*****		LST BAL CHG DT 04/21/14	MONTHS EXTD 0 REN 000
CHINYELU A DUXBURY			YTD INT COL 338.25
4212 19TH AVE NW			INT COL PRV 1299.57
			***** CREDIT HIST *****
		COLLATERAL	011 030 060 090 120 150
GIG HARBOR	WA 98335	CODE: 63AU	000 000 000 000 000 000
PH () ()		DESC: 2005 MERCEDES-BENZ C	
PF1-NEXT STAT	PF2-PREV STAT	PF3-ADDL INFO	PA2A
AMPCGIS1 AM7294 I: FIRST STATUS DISPLAYED			LAST

AMAI	05/02/14	ACCOUNT INQUIRY	16:57:29
CUR			
CTL2 400	CTL3 452	CTL4 0000	ACCT 4671
CTL2 000	CTL3 000	CTL4 0000	CUST
***** RATES *****			EFF DATE 04/14/14
PAYOFF	9597.29		ACTIVE ACCOUNT
ORIG LOAN AMT	16289.76	CURR RATE 10.7500000	SIMPLE INT - FIXED RATE
ORIG PROCEEDS	16289.76	ORIG RATE 10.7500000	AUTO DR N
LT CHG DUE	0.00	PER DIEM 2.8067605	PROD TYPE CUSF
FEES DUE	0.00	***** DATES *****	PRIM OFFICER 86107
CURRENT PRIN	9529.94	CONTRACT DATE 10/06/11	GL KEY 0001400452 40
CURRENT INT	67.35	CURR MATURITY 10/20/16	CALL CODE 06B0
SCH PYMT AMT	353.72	CLOSED DATE	***** REPAYMENTS *****
CUR PYMT AMT	353.72	SCHED DUE DATE 04/20/14	CURR TERM 60
PAST DUE AMT	0.00	OLDEST DUE DATE 04/20/14	PYMTS MADE 29
PARTIAL PAID	0.00	LAST MAINT DT 12/03/13	PYMTS REM 31
*****		LST BAL CHG DT 03/21/14	MONTHS EXTD 0 REN 000
CHINYELU A DUXBURY			YTD INT COL 251.25
4212 19TH AVE NW			INT COL PRV 1299.57
			***** CREDIT HIST *****
		COLLATERAL	011 030 060 090 120 150
GIG HARBOR	WA 98335	CODE: 63AU	000 000 000 000 000 000
PH ()		DESC: 2005 MERCEDES-BENZ C	
PF1-NEXT STAT PF2-PREV STAT PF3-ADDL INFO			PA2A

Dealer Number _____ Contract Number _____

OFFER: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before 11/05/2011. Year _____ SELLER'S DETAILS _____

Name N/A Mkt N/A
 Name of Gap Contract _____
 I want to buy a gap contract. _____
 Buy/Sell N/A

Buyer Signs X Douglas 11/06/2011 Co-Buyer Signs X _____ 11/06/2011
Date _____
Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.
Other owner signs here X _____ 11/06/2011 Address _____
Seller signs X-S MOTORS, INC. Date _____ By X _____ Title _____
Seller assigns its interest in this contract to CARSE AUTO FINANCE. (Assigned) under the acts of Seller's signature(s) by Assignee.
☒ Assigned with assets ☐ Assigned without recourse ☐ Assigned with limited recourse
Seller _____ By _____ Title _____
X-S MOTORS, INC.

1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed, and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price, shown on the front of the agreement that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payments with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- Right to Refinance a Balloon Payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If this contract contains a balloon payment and you do not pay it, you have the right to obtain a new payment schedule. Unless you agree otherwise, this periodic payments under the new payment schedule will not be substantially greater than the earlier scheduled payments. This provision does not apply if you did not purchase this vehicle for personal, family, or household use. It also does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest. You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. **WARNING: UNLESS YOU PROVIDE US WITH EVIDENCE OF THE PHYSICAL DAMAGE INSURANCE COVERAGE AS REQUIRED BY THIS CONTRACT, WE MAY (BUT ARE NOT REQUIRED) PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED. IF THE COST IS ADDED TO THE AMOUNT FINANCED, THE ANNUAL PERCENTAGE RATE ON THIS CONTRACT WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THAT DATE OF LAPSE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S MANDATORY LIABILITY INSURANCE LAWS. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.**
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
 - You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract all once. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redemption). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
 - We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. It does not apply at all if you bought the vehicle primarily for personal, family, or household use. Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Servicing and Collection Contacts.

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/recorded voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.



STATE OF WASHINGTON

Vehicle Certificate of Ownership (Title)

Certificate Number

1130504304

License number Vehicle identification number (VIN) Year Make Model Style Series/Body
11/01/2011 WDBRF61J55F556405 2005 MERZ C2 4D 2404D

Date issued Odometer miles Odometer status Fleet number Equipment number Fuel type
11/01/2011 0065543 A G

Use class Scale weight Gross weight Vehicle color Prior title state Prior title number
PAS 03265 WA 0524945427

Comments
32650-2005

Brands

Sale price \$ _____

Date of sale _____

Legal owner: To release your interest, sign below, then give this title to the registered owner/transferee or send it to a vehicle licensing office with the proper fee. You may be liable to the registered owner/transferee for penalties if you do not release interest within 10 days after proper demand.

Legal owner
CHASE AUTO FINANCE
P O BOX 901098
FORT WORTH, TX 76101

Registered owner
DUXBURY, CHINYELU
4212 19TH AVE NW
GIG HARBOR, WA 98335

☒ Signature of legal owner releases
all interest in the vehicle described above

Date _____

☒ Signature of registered owner releases
all interest in the vehicle described above

Date _____

☒ Signature of legal owner releases
all interest in the vehicle described above

Date _____

☒ Signature of registered owner releases
all interest in the vehicle described above

Date _____

I certify that the records of the Department of Licensing
show the persons named herein as registered owners and
legal owners of the vehicle described.

Director, Department of Licensing

Federal regulation and state law requires you to state the mileage in connection with the transfer of ownership.
Failure to complete this odometer statement or providing a false statement may result in fines and/or imprisonment.

I certify, to the best of my knowledge, the odometer reading is: (no tenths) Transfer date ____/____/____

Odometer reading in miles

This reading is (check one): ☐ the actual mileage of the vehicle ☐ in excess of its mechanic limits ☐ not the actual mileage.

Signature of transferee/buyer

☒

Signature of transferor/seller

☒

PRINTED name of transferee/buyer

PRINTED name of transferor/seller

Address of transferee/buyer

Address of transferor/seller

NADA Official Used Car Guide

Friday, May 02, 2014

Vehicle Summary NADA Values

Region:	Pacific Northwest - May 2014	Reference #:	
Vehicle Description:	2005 MERCEDES-BENZ C Class Sedan 4D C240	VIN:	WDBRF61J55F556405
MSRP:	\$32,650	Weight:	3,360
Mileage:	117,500		

	<u>Rough Trade-In</u>	<u>Average Trade-In</u>	<u>Clean Trade-In</u>	<u>Clean Loan</u>	<u>Clean Retail</u>
Base Value	\$4,650	\$6,100	\$7,325	\$6,600	\$9,725
Optional Equipment					
Option Total	\$0	\$0	\$0	\$0	\$0
Mileage Adjustment	\$0	\$0	\$0	\$0	\$0
<hr/>					
Total NADA Official Used Car Guide Values	\$4,650	\$6,100	\$7,325	\$6,600	\$9,725

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